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1 (\$3,055.55) per month beginning March 21, 2006 and payable thereafter on the 21st day of each
2 month.

3 5. Respondent and Vendor contemplated that the consideration payable by Respondent under the
4 terms of the Agreement would include payment for website development, email list leasing, email
5 distribution and other consulting services rendered by Vendor during the period beginning March
6 1, 2006 and ending November 15, 2006.

7 6. Respondent maintains that no violation of the Act occurred. However, in the interest of resolving
8 this dispute and so the Commission may provide guidance to other candidates regarding reporting
9 expenditures for campaign consultants, Respondent agrees to this Conciliation Agreement.

10 7. Respondent waives any right she may have under ARS §§ 41-1092, *et seq.*, including the right to a
11 hearing or appeal in this matter, and agrees with the Commission to enter into this Conciliation
12 Agreement pursuant to A.A.C. R2-20-216.

13 8. Respondent agrees to amend Respondent's campaign finance report for the period from January 1,
14 2006 through May 31, 2006 and to file subsequent campaign finance reports in accordance with
15 the procedures set forth below.

16 9. This Conciliation Agreement concludes the Commission's enforcement proceeding.
17

18 WHEREFORE, the Commission enters the following orders in lieu of any other action regarding this matter:

19 1. Respondent agrees to file an amended campaign finance report for the period from January 1,
20 2006 through May 31, 2006 so as to reflect an expenditure in the amount of Three Thousand Fifty-
21 Five and 55/100 Dollars (\$3,055.55) on March 1, 2006, representing the value of payment
22 obligations incurred on March 1, 2006 for services rendered and to be rendered by Vendor
23 including website development, email list leasing, email distribution and other consulting services.
24 Respondent shall also amend that same report to show an expenditure in the amount of Fifteen
25 Thousand Two Hundred Seventy-Eight and 80/100 Dollars (\$15,278.80) on March 15, 2006
26 which represents (a) the total consideration of Twenty-Seven Thousand Five Hundred and 00/100
Dollars (\$27,500.00) payable by Respondent under the terms of the Agreement; less (b) Three

1 Thousand Fifty-Five and 50/100 Dollars (\$3,055.55), which represents the value of payment
2 obligations incurred on March 1, 2006 for website development, email list leasing, email
3 distribution and other consulting services rendered by Vendor, payment for which Respondent and
4 Vendor contemplated would be included under the terms of the Agreement; and less (c) Nine
5 Thousand One Hundred Sixty-Six and 65/100 Dollars (\$9,166.65), which represents an amount
6 equal to the value of services to be provided by Vendor during the General Election Period
7 pursuant to the Agreement.

8 2. Respondent agrees to file Respondent's subsequent campaign finance reports (i) so as to reflect an
9 expenditure on the first day of the General Election Period in the amount of Nine Thousand One
10 Hundred Sixty-Six and 65/100 Dollars (\$9,166.65); and (ii) in a manner compliant with the Act
11 and Commission policies with respect to the reporting of campaign activities.

12 3. Upon the filing of Respondent's amended campaign finance report for the period from January 1,
13 2006 through May 31, 2006 (which filing shall occur not later than August 31, 2006) in
14 accordance herewith, and provided Respondent otherwise complies with the terms of this
15 Conciliation Agreement, the Commission shall terminate proceedings related to MUR No. 06-
16 0001 and the matter shall be closed.

17 [CONTINUED ON FOLLOWING PAGE.]
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Dated this ____ day of _____, 2006.

By: _____
Todd F. Lang, Executive Director
Citizens Clean Elections Commission

By: _____
Janet Napolitano, Respondent

Original filed this ____ day
of _____, 2006 with:

Campaign Finance Manager
Citizens Clean Elections Commission
1616 West Adams Street, Suite 110
Phoenix, Arizona 85007

Copy of the foregoing sent via
Federal Express this ____ day
of _____, 2006 to:

Janet Napolitano
c/o Janet Napolitano 2006
200 East Thomas Road, Suite A
Phoenix, Arizona 85012

Copy of the foregoing sent via
Federal Express this ____ day
of _____, 2006 to:

Andrew S. Gordon
Coppersmith Gordon Schermer Owens & Nelson
2800 North Central Avenue. #1000
Phoenix, Arizona 85004